CORRECTING JUDGMENT—SURPLUS—LIEN—STRAUSS ET AL V. BENDHEIM, 66 N. Y. Supp. 247.—A judgment for the specific performance of a land contract directed the sale of the land by a referee in case of disability of defendant, the vendee, to pay the contract price with costs, and awarded defendant any surplus arising after deducting taxable costs and disbursements. *Held*, that the surplus raised by a sale to a stranger could not be divested from defendant to plaintiffs by an amendment of the original judgment, which was correct, or by a supplementary direction of the Court, though the surplus was gained through plaintiff's efforts at an expense equal to the surplus—they having employed counsel in proceedings to enforce the stranger's purchase, such agreement being a simple contract only, creating no lien on the surplus.

Amendment can only be allowed for purposes of making the record conform to the truth, not to reverse or change the judgment. Sec. 56 *Black on Judgments.* The law does not authorize correction of judicial errors, under pretense of correcting clerical errors. Sec. 70 *Freeman on Judgments.* Whatever ethical grounds the plaintiffs may have, by agreement with the defendant that he should contribute to the expense of the proceeding, they do not reach the legal effect of a lien on the surplus, but merely create a simple contract right.

DISMISSAL AND NONSUIT—COSTS—COLLUSIVE SETTLEMENT—ATTORNEY'S RIGHTS—NATIONAL EXHIBITION CO. V. CRANE, 66 N. Y. Supp. 361.—Defendant, who had become irresponsible, made a collusive agreement with plaintiff consenting to a discontinuance of the action, without payment to the attorney of his fees, to which discontinuance the defendant's attorney objected. *Held*, that the Court had power to protect the attorney, as an officer of the court, in his inchoate right to fees by requiring payment thereof as a condition of discontinuance. Van Brunt, P. J., and Ingraham, J., dissenting.

Little discussion on this point can be found in books, as the Courts have seldom exercised this power. While no cases, as far as we know, cast doubt upon this practice, it seems to be supported in the adjudicated cases. *Wormer* v. *Canovan*, 7 Lans. 36. A prerequisite of the exercise of this right by the Courts is that the stipulations of discontinuance must have been collusively entered into by the parties and with intent to deprive the attorney of a right which in ordinary course he might enforce. *Randall* v. *Van Wagenen*, 115 N. Y. 528. The cases show that there are two methods followed by the Courts in protecting the attorney under these circumstances, the one being the payment of costs as a condition of discontinuance, as in the case under discussion; the other is by permission granted the attorney to proceed to judgment and thereby perfect his lien for fees. *Talcott* v. *Bronson*, 4 Paige 501. We think the first method is the better, in that further litigation is dispensed with.

FIRE INSURANCE—LOCATION OF INSURED PROPERTY—LEVENTHAL V. HOME INS. CO., 66 N. Y. Sup. 502.—*Held*, a policy of insurance covering loss by fire on all personal property located in a certain residence did not extend to valuable garments in the back yard on a clothes line. *Baler* v. *Insurance Co.*, 80 Hun. 309.

GUARANTY—NOTICE OF ACCEPTANCE—GERMAN SAVINGS BANK V. DRAKE ROOFING CO., 83 N. W. 960. (Ia.)—To induce a bank to extend credit, an instrument not signed at the bank's request nor in its presence, recited that the signers guaranty the payment of all indebtedness which may accrue from the principal to the bank within a certain time, not exceeding a certain sum. There was no consideration except the future advancements. The instrument